

MEMORANDUM OF INTENT

between

PRINCE OF SONGKLA UNIVERSITY

and

ACMS RESOURCES SDN. BHD.



Prince of Songkla University (PSU), Thailand and ACMS Resources Sdn. Bhd., a company incorporated in Malaysia to establish and develop the Alliance College of Medical Sciences (ACMS), believe that mutual benefits can be derived by bridging their two institutions, achieving a closer relationship by linking their scholars, students and personnel. Both institutions share the strong conviction that mutual understanding among people can be promoted through the establishment of academic links. Therefore, both institutions agree to enter into this Memorandum of Intent.

ARTICLE I: PRINCIPLES OF COOPERATION

PSU and ACMS agree to develop their academic links under the principles of mutual understanding, mutual benefits, common interests and mutually complementary activities.

ARTICLE II: OBJECTIVES OF COOPERATION

1. To promote individual contacts among scholars, students and personnel of both institutions.
2. To promote links in teaching, research and cultural activities.
3. To provide opportunities for both staff and student exchanges, however, such exchange need not be equally reciprocated.
4. To develop and to encourage joint research, seminars, conferences, workshops and to also assist each other in obtaining external funding from outside sources.
5. To develop, when opportunity avails, joint study program.
6. To support the exchange of academic materials, resource and services.
7. To share experiences and expertise concerning administration and management.
8. To encourage any other activities including the conduct of short or training courses that both institutions agree to be of mutual benefit.

ARTICLE III: AREAS OF COOPERATION

Areas of cooperation can include any academic or other programs offered by PSU and ACMS but in the initial phase the focus shall be in:

1. Medicine
2. Nursing
3. Hotel/Hospitality Management
4. Such other areas of mutual interest that may be identified from time to time.

ARTICLE IV: IMPLEMENTATION

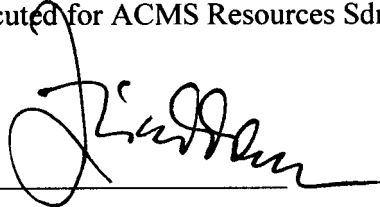
It is understood and agreed that:

1. Proposals for collaborative projects under this MOI will be submitted through the respective Chief Executive Officer, and it is also recommended that reports should be submitted to each Chief Executive Officer upon completion of each project.
2. Each institution will continue to pay the regular in-country salary of its staff members on exchange or visiting programs. However, under specific contracts or secondments the host university may consider paying a supplemental salary to visiting scholars during the period of their assignment.
3. Tuition fees, where applicable, may be waived for an agreed upon number of student exchange, and the host university may assist in finding reasonable accommodation for participating students.
4. Student mobilization will apply to undergraduate and graduate/post graduate students at both institutions and may include practical or industrial attachments.
5. Financial arrangements for collaborative research, seminars, workshops, conferences, and other such activities will be negotiated separately and will be subject to the availability of funds.
6. The host institution is not responsible to cover the costs of medical treatment or hospitalization for visiting scholars or students, and it is recommended that visitors obtain overseas health insurance coverage from their home country.

ARTICLE V: DURATION AND TERMINATION OF THE AGREEMENT


1. This MOI is effective as of the date of signature by the Chief Executive Officer of each participating institution.
2. This MOI may be amended at any time as indicated by written mutual consent.
3. This MOI will be maintained as valid for three (3) years. However, this MOI may be terminated prior to the expiry of the three (3) year period by the provision of written notice of termination. In the event of premature termination, both institutions agree that all continuing obligations to students, staff, funding bodies or other entities are met in full subsequent to the notice of termination.

Executed for ACMS Resources Sdn. Bhd.:



Dato' Dr. Zainuddin Wazir
Executive Chairman
ACMS Resources Sdn. Bhd., Malaysia.

Witnessed by:



Dato' Dr. Ishak Tambi Kechik
President ACMS,
Malaysia.

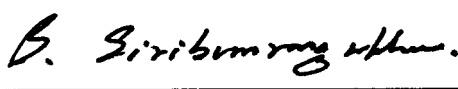
Date: 3.12.2002

Executed for Prince of Songkla University:



Prasert Chitapong, Ph.D.
President
Prince of Songkla University, Thailand.

Witnessed by:



Asst. Prof. Dr. Boonsom Siribumrungsukha
Vice President for Planning &
Development

Date: Dec. 3, 2002.